

August 11, 2017

VIA ECFS

Ms. Kris Monteith, Chief
Wireline Competition Bureau
Federal Communications Commission
445 Twelfth Street, SW
Washington, DC 20554

Re: *Telephone Number Portability, et al.*, CC Docket No. 95-116, WC Docket Nos. 07-149 & 09-109

Dear Ms. Monteith:

Under Paragraphs 16 and 19 of the Bureau's August 4 order,¹ I hereby submit copies of Telcordia's revised Voting Trust and Code of Conduct as adopted on August 9, 2017. Please let me know if you have any questions.

Sincerely,

/s/ Mark D. Davis

Mark D. Davis
Counsel for Telcordia Technologies, Inc.,
d/b/a iconectiv

¹ *Telcordia Technologies Inc., Petition to Reform Amendment 57 and to Order a Competitive Bidding Process of Number Portability and Administration et al.*, Memorandum Opinion and Order, WC Docket No. 07-149 (rel. Aug. 4, 2017).

EXHIBIT A

2017-08-09 VOTING TRUST

Voting Trust Agreement
(Amended and Restated on August 9, 2017)

THIS AGREEMENT, dated as of July 29, 2016 (this "Agreement"), as amended on August 9, 2017 is by and among Ericsson Holding II Inc., a Delaware corporation (the "Stock Holder"), Telefonaktiebolaget LM Ericsson, a Swedish company ("Parent") and Jane Mago and Thomas Krattenmaker (collectively, "Voting Trustees" or "Trustees").

WITNESSETH:

WHEREAS, the Stock Holder is the direct owner and Parent is the indirect owner of a majority of the voting equity interests in Telcordia Technologies, Inc., d/b/a iconectiv, a Delaware corporation (including any successor entity) ("Telcordia"), described on Schedule A attached hereto (the "Trust Stock");

WHEREAS, in connection with the conditional selection of Telcordia as the Local Number Portability Administrator for the United States ("LNPA"), the Federal Communications Commission (the "FCC") has required the Stock Holder to cause all of its Trust Stock to be placed in a voting trust, as provided for herein, prior to executing a contract to govern Telcordia's service as the LNPA; and

WHEREAS, Stock Holder has directed that, during the term of this Agreement, stock certificates representing the Trust Stock be issued to the Trustees, as Trustees, if when and as the Trust Stock is issued for the purpose of vesting in the Trustees the right to vote the Trust Stock for the period and upon the terms and conditions stated herein, and that it appear in such Trust Stock when issued that the same has been issued to the Trustees, as Trustees, pursuant to this Agreement, and that Telcordia cause such issuance to be duly noted on its books and records.

NOW, THEREFORE, in satisfaction of the FCC's Order in *Telcordia Technologies, Inc. Petition to Reform Amendment 57 and to Order a Competitive Bidding Process for Number Portability Administration, et al.*, FCC 15-35 (rel. March 27, 2015) ("FCC Order"), and in consideration of the premises and of the mutual covenants and obligations set forth in this Agreement, and the payment of ONE DOLLAR (\$1.00) by Stock Holder to each of the Voting Trustees, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Creation of Trust; Transfer of Voting Rights; Exercise in Voting Trustee's Discretion.

1.1 Subject to the terms and conditions hereof, a voting trust in respect of the Trust Stock is hereby created and established under the laws of the state of Delaware. The Stock Holder hereby constitutes and appoints the Voting Trustees, to whom the FCC has consented, from and after the date hereof until the termination of this Agreement (at which point such constitution and appointment shall automatically be revoked), as the Stock Holder's voting trustees, attorney, agent and proxy to vote the Trust Stock (or execute a written consent in lieu

of a vote of such Trust Stock) on all matters on which the holder of such Trust Stock is entitled to vote (or execute a written consent in lieu of voting).

1.2 During the term of this Agreement, except as provided in Section 1.3, the Voting Trustees shall have the sole, exclusive, absolute, and unqualified power to (i) vote the Trust Stock with discretion as to how to vote the Trust Stock in a manner consistent with complying with all neutrality requirements associated with Telcordia's selection by the FCC as the LNPA, including the Appendix entitled "Conditions on Impartiality/Neutrality" and Telcordia's Code of Conduct (collectively "Neutrality Requirements") and (ii) execute stockholders' consents at every annual and special meeting of the stockholders of Telcordia and in any and all questions arising thereat. In carrying out their duties pursuant to item (ii) of this section, Voting Trustees will maintain a Board composition when all vacancies are filled of 3 Independent members (as defined in the Code of Conduct), one representative of Ericsson, two representatives of FP-Icon Holdings, L.P. or its permitted transferees or successors (the "Investor" and such representatives, the "Investor Designees"), and the Chief Executive Officer of Telcordia, provided that the requirements of item (i) regarding compliance with Neutrality Requirements are met and the Voting Trustees are presented with sufficient nominees. The sole purpose of this Trust is to vote the Trust Stock, and the Trust shall not own or have the power to vote the securities of any corporation other than Telcordia, or any successor thereto.

1.3 Notwithstanding Section 1.2 above, Stock Holder shall have the ability to direct the Voting Trustees to vote their interests, and the Voting Trustees shall vote in accordance with the Stock Holder's instructions, in respect to any proposal to authorize or effect:

(a) Any merger or consolidation or other reorganization of Telcordia with or into another corporation (including employee or director compensation specifically associated with such a transaction);

(b) The issuance by Telcordia of any shares of capital stock or rights to acquire capital stock (or the splitting, combining, reclassifying thereof), including as part of a recapitalization or sale of a non-controlling equity interest in Telcordia (including employee or director compensation specifically associated with such a transaction);

(c) The acquisition by Telcordia of another corporation by means of a purchase of all or substantially all of the capital stock or assets of such corporation (including employee or director compensation specifically associated with such a transaction);

(d) Any sale, lease, transfer or other disposition of all or substantially all the assets of Telcordia (including employee or director compensation specifically associated with such a transaction);

(e) Any sale, lease, transfer or other disposition of any assets of Telcordia that are unrelated to Telcordia's performance or duties as the LNPA, and any other matters unrelated to Telcordia's duties as LNPA.

(f) A liquidation, winding up, receivership, bankruptcy, dissolution or adoption of any plan for the same;

(g) The incurrence of any indebtedness for borrowed money or the issuance of any debt securities or assumption, guarantee or endorsement, or otherwise as an accommodation becoming responsible for, the obligations of any person for borrowed money;

(h) Any amendment to the Certificate of Incorporation or the Bylaws or other organization documents of Telcordia or any of its subsidiaries, except if such amendment affects compliance with the Neutrality Requirements, or the composition, selection or removal of the Board of Directors of the Telcordia or any subsidiary providing LNPA services;

(i) Any non-compensatory agreement or arrangement with any stockholder, executive officer, director or any affiliates thereof, except if such agreement or arrangement would violate the Neutrality Requirements;

(j) Any change to material accounting principles, policies or practices; or

(k) The declaration or payment of any dividends or distributions on any capital stock of the Company.

1.4 Notwithstanding the provisions of this Agreement, Stock Holder may, with the FCC's prior written consent, which consent may be given, conditioned or withheld in the FCC's sole discretion, sell any part of its Trust Stock to a third party. Upon such a disposition, the Trustees, upon the receipt by them of a proper discharge or release from Stock Holder, or its successors or assigns, and upon payment of any stamp taxes or other governmental charges in connection with such surrender and delivery, will cause to be delivered to Stock Holder, or its successors or assigns, certificates of capital stock of Telcordia in amounts corresponding to the Trust Stock issued, delivered or transferred to the Trustees at any time pursuant to this Agreement and being sold or distributed in that disposition.

1.5 The Trustees may act hereunder either by the affirmative vote of both Trustees, in person, at a meeting duly called and held, and such vote shall be deemed the decision or act of both Trustees, or by a written instrument without a meeting of the Trustees signed by both Trustees. The Trustees may adopt their own rules of procedure and shall keep reasonable minutes of their proceedings.

2. Distributions, etc.

2.1 The Stock Holder shall be entitled to any distribution on any Trust Stock, and if same be paid to the Trustees, such distributions shall be disbursed by the Trustees to the Stock

Holder; provided that if any distribution is in the form of any security that entitles its holder to voting rights in the entity making such distribution, such voting rights shall be treated for all purposes of this Agreement as voting rights attendant to such Trust Stock, and shall be automatically transferred to the Voting Trustees to the same extent provided herein.

2.2 In the event of any recapitalization or similar change in, or any conversion or exchange of, any Trust Stock, the provisions of this Agreement shall be equitably adjusted to eliminate the effects thereof and, to the extent required, the Stockholder shall issue additional certificates of Trust Stock to the Voting Trustees

3. Voting Trustees.

3.1 Each Voting Trustee (a) accepts the trust and proxy hereby created in accordance with all of the terms and conditions and reservations herein contained and agrees to serve as Voting Trustee hereunder, and (b) agrees that he will exercise the powers and perform the duties of the Voting Trustee as herein set forth according to his best judgment.

3.2 Each of the two trustees shall be unaffiliated with each other, and each shall have no familial or business connection with the management of Telcordia, Parent (including any of its subsidiaries and affiliates), Stock Holder (including any of its subsidiaries and affiliates), or any Telecommunications Service Provider (defined as any telecommunications carrier as defined in 47 U.S.C. §153(51) and any interconnected VoIP provider as defined in 47 U.S.C. § 153(25)). The Voting Trustees shall take no action that would cause Telcordia to violate the Code of Conduct.

3.3 Any Trustee or successor Trustee may at any time resign by delivery to the other Trustee and to the Stock Holder his resignation in writing. In the event of a vacancy or vacancies occurring in the office of Trustee or successor Trustee through the death, incapacity, resignation, refusal to act, or removal from the role of Trustee under this Agreement, the Stock Holder may appoint a successor Trustee to fill each such vacancy, with the prior written consent of the FCC. A majority of the Telcordia Board of Directors, by affirmative vote, may remove a Trustee with or without cause at any time, with the written consent of the FCC, which consent shall not be unreasonably withheld or delayed, and a successor Trustee shall be appointed in accordance with the preceding sentence. The successor Trustee so appointed shall be clothed with all the rights, privileges, duties and powers conferred upon the Trustees herein named. Upon the appointment of a successor Trustee, new certificates of Trust Stock shall be issued in the names of the current Voting Trustees.

3.4 The Stock Holder hereby waives any and all claims of every kind and nature which hereafter the Stock Holder may have against the Voting Trustees, and agrees to release and by such act does release each Voting Trustee and his respective successors and assigns from any liability whatsoever arising out of or in connection with the exercise of his powers or the performance of his duties hereunder, except for such claims or liability as may arise out of the willful misconduct or gross negligence of such Voting Trustee. Each Voting Trustee shall be free from liability in acting upon any paper, document or signature reasonably believed by the

Voting Trustee to be genuine and to have been signed by the proper party. No Voting Trustee shall be liable for any error of judgment in any act done or omitted, nor for any mistake of fact or law, nor for anything that the Voting Trustee may do or refrain from doing, unless, in each case, the Voting Trustee's action or failure to act constitutes willful misconduct or gross negligence. Each Voting Trustee may consult with legal counsel and action under this Agreement suffered or taken in good faith by such Voting Trustee in accordance with the opinion of the Voting Trustee's counsel shall be conclusive on the parties to this Agreement and such Voting Trustee shall be fully protected and be subject to no liability with respect thereto.

3.5 In consideration of each Voting Trustee's services hereunder, the Stock Holder shall pay to each Voting Trustee Two Thousand Five Hundred Dollars (US\$2,500) per calendar month. This amount may be increased with the consent of the FCC for good cause, which includes the amount of time actually required to fulfill Trustees' duties. In addition, the Stock Holder shall pay all reasonable expenses of the Voting Trustees, including, without limitation, counsel fees, and shall discharge all liabilities incurred by the Voting Trustees, or either of them, in connection with the exercise of their powers and performance of their duties under this Agreement, except such as shall arise from the willful misconduct or gross negligence of a Voting Trustee. The Stock Holder shall also indemnify and hold the Voting Trustees harmless from and against any and all claims and liabilities in connection with or arising out of the administration of the voting trust created by this Agreement or the exercise of any powers or the performance of any duties by him as herein provided or contemplated, except such as shall arise from the willful misconduct or gross negligence of a Voting Trustee.

4. Termination and Amendment.

4.1 This Agreement and the voting trust hereby created shall be irrevocable, except as set forth in Sections 4.2, 4.3 and 4.4, or upon the request of the Stock Holder and receipt of the written consent of the FCC.

4.2 In the event that Telcordia shall cease to be appointed by the FCC to serve as the LNPA, this Agreement shall terminate.

4.3 In the event of the winding-up, dissolution or total liquidation of Telcordia, this Agreement shall terminate with respect to the Trust Stock.

4.4 This Agreement will terminate in the event that Parent or any of its subsidiaries or affiliates, in the absence of this Trust, would no longer hold a direct or indirect de jure or de facto controlling interest in Telcordia, subject to the written consent of the FCC.

4.5 Upon termination, the Trustees, upon the receipt by them of a proper discharge or release from Stock Holder, or its permitted successors or assigns, and upon payment of any stamp taxes or other governmental charges in connection with such surrender and delivery, will cause to be delivered to Stock Holder, or its permitted successors or assigns, certificates of capital stock of Telcordia in amounts corresponding to the Trust Stock issued, delivered or transferred to the Trustees at any time pursuant to this Agreement.

4.6 This Agreement may be amended only with written consent of the Voting Trustees and the Stock Holder, or their permitted successors or assigns, and with the prior written consent of the FCC.

5. Miscellaneous. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Delaware regardless of the laws that otherwise might govern under applicable principles of conflicts of laws thereof. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors, legal representatives and permitted assigns except that the FCC shall be an express third party beneficiary hereto. This Agreement shall not be assignable by any party hereto without the prior written consent of each other party hereto and with the prior written consent of the FCC. In case any provision of this Agreement shall be held to be invalid or unenforceable in whole or in part, neither the validity nor the enforceability of the remainder of this Agreement shall in any way be affected. This Agreement constitutes the entire understanding of the parties hereto and supersedes all prior agreements or understandings with respect to the subject matter hereof among the parties. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. All formal notices given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or by overnight express or mailed by first-class, registered or certified mail, postage prepaid, or email and addressed to the parties as follows:

If to the voting Trustees:

Jane Mago
4154 Cortland Way
Naples, Florida 34119
jem@jmagonet.net

Thomas Krattenmaker
2741 Pembsly Drive
Vienna, VA 22181
tgkratt@cox.net

With copies to:

Competition Policy Division Wireline
Competition Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

If to the Stock Holder:

Ericsson Holding II Inc.
c/o John Moore
6300 Legacy Drive
Plano, Texas 75024
Email: John.Moore@Ericsson.com

With a copy to:

Tara O'Neill Diaz
General Counsel
Telcordia Technologies, Inc., d/b/a iconectiv
100 Somerset Corporate Blvd.
Bridgewater, NJ 08807

Facsimile: (202) 418-1413
Attention: Chief, CPD

Email: tdiaz@iconectiv.com

and

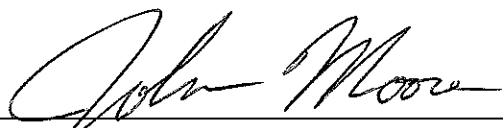
Office of General Counsel
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554
Facsimile: (202) 418-2822
Attention: General Counsel

Each notice which shall be delivered, mailed or transmitted in the manner described above shall be deemed sufficiently received for all purposes at such time as it is delivered to the addressee (with any return receipt, delivery receipt being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

[Signature page to follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

ERICSSON HOLDING II INC.



By: Name: John Moore
Title: Vice President
Date: August 9, 2017

TRUSTEES:

Name:

Date:

Name:

Date:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

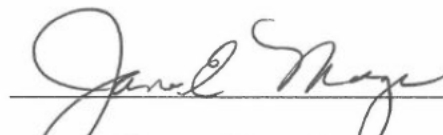
ERICSSON HOLDING II INC.

By: Name:

Title:

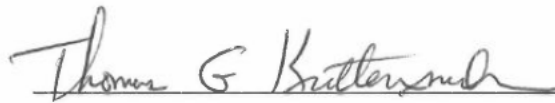
Date:

TRUSTEES:



Name: Jane E. Mago

Date: August 9, 2017



Name: Thomas G. Krattenmaker

Date: August 9, 2017

SCHEDULE A

Trust Stock

Pursuant to Section 1 of this Agreement, the Trust to be transferred to the Voting Trustees shall be all issued and outstanding shares of the stock of Telcordia Technologies, Inc., which are owned by Ericsson Holding II, Inc., as of the date of this agreement and as may be hereafter acquired by Ericsson Holding II, Inc., Telfonaktiebolaget LM Ericsson (“Parent”), or any subsidiary of Parent.

EXHIBIT B

2017-08-09 CODE OF CONDUCT

Local Number Portability Administrator Code of Conduct
(as amended and restated on August 9, 2017)

For so long as it serves as Local Number Portability Administrator (“LNPA”), and except as expressly authorized by the Federal Communications Commission or its Wireline Competition Bureau:

1. As the LNPA, Telcordia Technologies, Inc., d/b/a iconectiv (“iconectiv”) shall not, directly or indirectly, show any preference or provide any special consideration to any Telecommunications Service Provider (“TSP”) with respect to LNPA services.
2. iconectiv shall not share LNP data or proprietary information of any TSP served by the LNPA (except as necessary for the performance of LNPA duties by the LNPA, or pursuant to the LNPA Master Services Agreement).
3. iconectiv, Ericsson and Francisco Partners shall not share confidential information about iconectiv’s LNPA business services or operations with employees of any TSP (except as necessary for the performance of iconectiv’s LNPA duties).
4. No employee, officer, or director of iconectiv or any dedicated employee of any subcontractor, directly involved in “core LNPA activities” (as defined by the Order)¹ shall hold any interest, financial or otherwise, that would cause iconectiv to no longer be neutral, without obtaining prior approval from the Federal Communications Commission or recusing himself or herself from all activities relating to the provisions of LNPA services.²
5. No person serving in the management of iconectiv and directly involved in LNPA services shall serve (i) in the management, (ii) as a member of the Board of Directors, (iii) as a Managing Member of an LLC, or (iv) as a General Partner of a partnership of any TSP without obtaining prior approval from the Federal Communications Commission or recusing himself or herself from all LNPA associated activities. For the purposes of this Code, “management of iconectiv” shall be defined as an officer of iconectiv or a member of the iconectiv Board of Directors.
6. iconectiv shall retain all decision making authority regarding LNPA services; any sub-contractor that provides LNPA-related services shall provide such services to the specific direction of iconectiv and shall not have discretionary decision making authority regarding LNPA services.
7. iconectiv’s Board of Directors shall meet the following requirements:
 - a. iconectiv’s Board of Directors shall consist of a majority of Members independent of Ericsson, and a plurality of independent Members. Members’ independence shall be evaluated pursuant to the provisions of this Code and Section 303A.02 of the Rules of the New York Stock Exchange.

¹ See *In the Matter of Implementation of Telcordia Technologies, Inc. Petition to Reform Amendment 57 and to Order a Competitive Bidding Process for Number Portability Administration; Petition of Telcordia Technologies, Inc. to Reform or Strike Amendment 70, to Institute Competitive Bidding for Number Portability Administration, and to End the NAPM LLC’s Interim Role in Number Portability Administration Contract Management; Telephone Number Portability*, WC Docket Nos. 09-109, 07-149, CC Docket 95-116, Order, 30 FCC Red 3082, ¶ 177.

² For avoidance of doubt, an “interest” does not include holdings by a mutual fund, life insurance policy, annuity, or similar vehicle over which the employee does not control the vehicle’s investment decisions. For the purposes of this section, interests of one percent or less are not cognizable as ownership.

- b. Each Member shall be vetted for neutrality issues.
 - c. No Member shall be an employee, recently retired employee, officer, director, managing member, or partner of a TSP.
 - d. No independent Member shall be an employee, recently retired employee, officer, director, managing member, or partner of Ericsson, Francisco Partners or the management of iconectiv, nor shall any independent Member be an affiliated person of iconectiv or its subsidiaries. An “affiliated person” is a person that directly or through one or more intermediaries, controls, or is controlled by, or is under common control with, iconectiv.
 - e. No independent Member will receive compensation from iconectiv other than as a director.
8. No iconectiv employee directly involved in core LNPA activities (as defined in the Order) will be a shared employee with Ericsson, nor shall any such iconectiv employee be detailed from Ericsson. Further, no such employee of iconectiv will participate in any profit-sharing or long-term compensation program offered to employees of Ericsson, except to the extent that such employee participated in an Ericsson pension plan as of March 27, 2015, nor shall any such iconectiv employee or independent Member of the Board of Directors hold Ericsson stock.
9. All iconectiv employees working on LNPA services, subcontractor employees designated to perform core LNPA services, and SungardAS employees subject to Section 10.c, below, shall receive impartiality/neutrality training (i) when hired or upon commencement of LNPA related duties and (ii) on an annual basis.
10. iconectiv shall secure a written commitment of recusal from any decisions regarding LNPA services from any person on Sungard Availability Services, LP’s parent company’s (“SungardAS”) board of directors who owns or represents an entity that holds both a direct or indirect interest in SungardAS of ten percent (10%) or more and an interest in one or more TSP(s) of ten percent (10%) or more.
- a. SungardAS shall notify iconectiv if, at any time, it becomes aware that any Sungard affiliate intends to commence providing switched services that utilize number portability. iconectiv will notify the FCC and NAPM within five business days of receipt that it has received such notification.
 - b. Any owner of SungardAS that also has, or serves as an officer or director of an entity that has ownership interests, including voting rights, greater than ten percent (10%) in a TSP shall recuse himself or herself from participating in material discussions or decision-making involving the services SungardAS provides to iconectiv in support of LNPA services.
 - c. All SungardAS employees dedicated to providing services to iconectiv in support of LNPA services, and all SungardAS managers directly overseeing day-to-day responsibilities of such employees shall be bound by this Code of Conduct.
11. iconectiv shall conduct a semiannual neutrality audit that, among other things, verifies its compliance with these conditions.